



# CADD License, Indemnity and Warranty Agreement

[Form to be used when the ownership of the CADD Files has been transferred to the Owner or where TranSystems for some other reason believes that Owner's consent is need in order to make the CADD Files available to Contractor]

This Agreement is by and between TranSystems Corporation (TranSystems") PortKC ("Owner") ("Contractor"), with an address of \_\_\_\_\_.

Owner has requested that TranSystems supply Contractor with those certain CADD Database files (the "CADD Database") which were developed for Owner by TranSystems in connection with the following described Project of Owner's:

PROJECT: Name 2023 Site Improvements for PortKC - Woodswether Terminal  
Project # P101230001 ("Project").

In consideration of Owner's request and consent and in consideration of the mutual covenants and agreements hereafter set forth by and between TranSystems and Contractor, TranSystems and Contractor agree as follows:

## 1. LICENSE

**1.1 LICENSE GRANT:** In accordance with Owner's request and in consideration of Owner's consent and the agreements of Contractor hereafter set forth, TranSystems agrees to supply Contractor with a copy of the CADD Database solely for Contractor's use for the specific purpose in connection with the Project (the "Purpose"). To the extent it has the power and right so to do, TranSystems hereby grants to Contractor a nonexclusive limited license in the CADD Database solely for Contractor's use for Purpose set forth above. Contractor may allow its subcontractors to also use the CADD Database in connection with the Project for the Purpose set forth above under the license granted to Contractor under this Agreement. Contractor agrees that it will not make or allow any other use of the CADD Database and no other use of the CADD Database is allowed or granted under this Agreement. Title to and ownership of the CADD Database is not transferred to the Contractor or its subcontractors. Contractor agrees that any use of the CADD Database by its subcontractors in connection with the project is conditioned upon Contractor obtaining from subcontractor a written agreement that subcontractor's use is subject to the express limitations contained in this License Agreement.

**1.2 COPYING RESTRICTIONS:** The Contractor may copy the CADD Database in whole or in part, only for backup and archival purposes and for use by the Contractor's Subcontractors. All of the Contractor's subcontractors who receive a copy of the CADD Database in whole or in part shall be bound by the terms and conditions of this Agreement and Contractor shall indemnify, defend and hold TranSystems harmless from all claims, loss and damages that it may suffer as a result of or in connection with the use of the CADD Database by any of Contractor's subcontractors.

**1.3 TRANSFER OF CADD DATABASE:** The license granted in this Agreement is not transferable or assignable and the CADD Database may not be sublicensed by Contractor. The Contractor may not transfer or provide a copy of all or any portion of the CADD Database to any other party, except as express allowed under the provisions of Sections 1.1 and 1.2 of this Agreement.

# CADD License, Indemnity and Warranty Agreement

## 2. DISCLAIMER OF WARRANTY

**2.1 NO WARRANTY:** Contractor acknowledges and agrees that TranSystems makes no representations, covenants, warranties or guarantees, express or implied with respect to the CADD Database and TranSystems hereby disclaims all representations and warranties with regard to the CADD Database supplied hereunder, including all implied warranties of fitness and merchantability. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. In addition, TranSystems hereby disclaims all obligations and liabilities for damages of any kind associated with or arising from Contractor's (or its subcontractor's) use of the CADD Database or in connection with the performance of the CADD Database. To the fullest extent permitted by law, TranSystems shall not, in any event, be liable to Contractor, its subcontractors or any other entity for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power which may result or arise from or in connection with Contractor's (or its subcontractor's) use of the CADD Database or in connection with the performance of the CADD Database.

## 3. INDEMNITY

**3.1 INDEMNITY:** The Contractor recognizes that use of the database will be at the Contractor's sole risk and without any liability, risk or legal exposure to TranSystems. Contractor accepts responsibility for the completeness, correctness and readability of the CADD Database and the output generated from the CADD Database. Furthermore, the Contractor does hereby, to the fullest extent permitted by law, agree to defend, indemnify and hold harmless TranSystems from and against any and all claims, suits, demands, damages, liabilities, losses, expenses and costs, including attorney fees and costs of defense, arising out of, resulting from or in connection with Contractor's (or its subcontractor's, or any one for whom Contractor is legally responsible) use, misuse, reuse, alteration, or modification of the CADD Database or resulting from any breach of Contractor's obligations or agreements under this Agreement.

## 4. COMPENSATION

**4.1 COMPENSATION:** Upon the delivery of the CADD Database to Contractor, the Contractor agrees to compensate TranSystems \$ 0.00 for the first drawing file database and \$ 0.00 for each additional drawing file database thereafter. Total compensation to TranSystems for the CADD Database will be \$ 0.00.

## 5. ACKNOWLEDGMENT

**5.1 ACKNOWLEDGMENT:** The Contractor acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Contractor further warrants to TranSystems that the person executing this Agreement on behalf of the Contractor is duly authorized so to do.

**CADD License, Indemnity and  
Warranty Agreement**

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date(s) indicated after each parties signature below.

**CONTRACTOR**

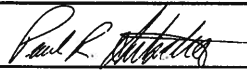
**TRANSYSTEMS CORPORATION**

\_\_\_\_\_  
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
By:  \_\_\_\_\_

Printed Name: Paul Hentschke

Title: Principal, Senior VP

Date: 3/13/23

**OWNER'S CONSENT**

Owner hereby joins in the execution of this Agreement solely for the purpose of confirming to TranSystems that Owner has requested (and does hereby request) TranSystems to supply Contractor with a copy of the CADD Database for the Contractor's use in connection with the Owner's Project. Owner consents to the terms of this Agreement and agrees that TranSystems should enter into this Agreement and should supply Contractor with the CADD Database. The terms and conditions of this Agreement do not change or alter the relationship and the respective obligations of TranSystems and Owner with respect to the CADD Database and the relationship and the respective obligations of Owner and TranSystems with respect to the CADD Database is as set forth in the agreement by and between Owner and TranSystems under which the CADD Database was developed for Owner by TranSystems.

**OWNER:**  \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Richard Grenville

Title: Vice President of Multimodal Logistics

Date: 3/14/23